

## AGREEMENT REGARDING OWNER'S PROJECT ASSESSMENT

This Agreement Regarding Owner's Project Assessment ("Agreement") is made and effective as of August \_\_, 2015 ("Agreement"), by and among SOUTH CAROLINA ELECTRIC & GAS COMPANY, a South Carolina corporation ("SCE&G"), acting for itself and as agent for SOUTH CAROLINA PUBLIC AUTHORITY, a public body corporate and politic created by the laws of South Carolina (collectively "Owner"), and a consortium consisting of WESTINGHOUSE ELECTRIC COMPANY LLC, a Delaware limited liability company having a place of business in Cranberry, Pennsylvania ("Westinghouse"), and CB&I STONE & WEBSTER, INC. (fka "STONE & WEBSTER, INC.") , a Louisiana corporation having a place of business in Charlotte, North Carolina ("Stone & Webster") (collectively "Contractor"). Owner, Westinghouse, and Stone & Webster may be referred to individually as "Party" or collectively as "Parties."

### RECITALS

**WHEREAS**, the Parties entered into an Engineering, Procurement and Construction Agreement dated as of May 23, 2008 ("EPC Agreement") for the supply of Units 2 and 3 at the V.C. Summer Nuclear Generating Station ("Project"); and

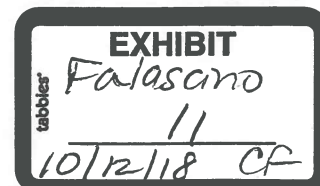
**WHEREAS**, Owner wishes to engage Bechtel Power Corporation ("Bechtel") to perform a legally-privileged assessment ("Assessment") of the Project as set forth in this Agreement.

**NOW, THEREFORE**, in consideration of the recitals and the mutual promises herein, the Parties stipulate and agree as follows:

### AGREEMENT

1. The Parties acknowledge that the EPC Agreement, Article 19, provides a mechanism for the disclosure of Proprietary Data and establishes a distinction between Contractor Disclosable Information and Contractor Non-Disclosable Information. Owner has represented to Contractor that Bechtel has previously signed an agreement in the form of Exhibit O-1 to the EPC Agreement. The disclosure of Contractor Disclosable Information remains governed by the EPC Agreement and is not affected by this Agreement. This Agreement affects only Contractor Non-Disclosable Information and certain types of future oral statements by Contractor personnel.

2. Owner, by and through its attorneys, plan to retain Bechtel to perform an Assessment of the Project. Bechtel shall, only through certain of its employees who are so designated and agreed upon by Owner, perform its Assessment at the direction of Owner's counsel, and the Assessment process and any documents issued in conjunction therewith shall constitute privileged and non-discoverable attorney-directed work product. The purpose of the Assessment is to assist in Owner's counsel's provision of legal advice to Owner relating to the Project. Owner and Contractor agree that the Assessment and all papers, documents and communications generated by Owner, Owner's attorneys and Bechtel as a result of, in



connection with, arising out of or relating to Owner's Assessment (collectively, "Assessment Work Product"), including the Assessment report itself, are intended to be and shall be legally privileged as attorney-directed work product and attorney-client privileged communications. Owner agrees to take all reasonable steps to ensure that Owner and Bechtel preserve and assert all privileges related to the Assessment and Assessment Work Product to the fullest extent permitted by law. Owner and Contractor agree that Bechtel is a non-testifying expert as provided by Fed.R.Civ. P. 26(b)(4)(D).

3. Owner agrees that it will not provide any Contractor Non-Disclosable Information of Contractor to Bechtel or any other non-Party without Stone & Webster's and Westinghouse's prior written consent, which consent shall not be unreasonably withheld. Stone & Webster and Westinghouse may withdraw any such further consent at any time with or without cause. SCE&G shall notify Westinghouse and Stone & Webster of any breach by Bechtel of which it becomes aware. It is agreed that disclosure by the Parties of any Contractor Non-Disclosable Information to Bechtel or to any other non-Party shall be made in a secure data room maintained by Stone & Webster in Charlotte, NC and/or Westinghouse. Removing or machine copying of such data or information by/for Bechtel (or other non-Party) is not permitted.

4. Upon reasonable notice, Contractor agrees to provide reasonable support for Owner's Assessment by making Contractor's Project personnel available for interviews and/or consultation during normal business hours and upon reasonable notice. Contractor shall have the right to have counsel present during any such interviews or consultations. The Parties agree that any oral statements or communications made by Contractor's Project personnel in support or furtherance of Owner's Assessment shall constitute exchanges made as part of settlement and compromise negotiations pursuant to Fed.R.Evid. 408 and shall not be admissible in any court, administrative, dispute resolution or other proceeding by or among any of the Parties or any non-Party for any purpose whatsoever. Nothing herein is intended to prevent a Party from taking any discovery in any such proceeding, including discovery concerning any subject matter addressed during such interviews or consultations, as permitted by law and/or the applicable rules of procedure.

5. Nothing in this Agreement shall be construed as creating an obligation on the part of Contractor to disclose any information or documents to Owner beyond what is required by the EPC Agreement.

6. This Agreement, all acts in furtherance of this Agreement, and all papers, documents and communications generated as a result of or in connection with this Agreement are proprietary and confidential. Owner and Bechtel agree that they shall not disclose the same to any non-Party (except to an affiliate of Stone & Webster or Westinghouse, or attorney thereto) unless otherwise agreed in writing by all of the Parties or unless required by law. In the event Owner or Bechtel is required by law to disclose information arising out of or in connection with this Agreement, such Party shall immediately notify Contractor and shall take all available steps, including cooperating with Contractor, to prevent or minimize the disclosure. Owner agrees to use

all reasonable efforts to hold, maintain and assert all legal privileges to protect against the disclosure of information to a non-Party.

7. No aspect of this Agreement, nor any discussions, communications, information, or documents exchanged by or among the Parties in furtherance of this Agreement shall be construed as an admission of any sort by any Party, including without limitation, an admission of any fact, circumstance or conclusion or of any knowledge or potential liability whatsoever under the EPC Agreement. The Assessment and the Assessment Work Product shall constitute the work-product of Owners and do not include or reflect any opinions, assessments or evaluations of Contractor or its personnel. Contractor will not participate in the selection of Bechtel personnel who shall conduct or participate in the Assessment or generate the Assessment Work Product, and Contractor does not in any way endorse the capabilities, experience or qualifications of such personnel or the validity, accuracy or thoroughness of their work product. Contractor shall not review, revise, edit or in any way approve, endorse or criticize the Assessment or Assessment Work Product and in no way approves of or endorses their content.

8. No Party to this Agreement shall be construed as having waived any of its positions, arguments, entitlements, rights or remedies under the EPC Agreement or the Consortium Agreement between Westinghouse and Stone & Webster dated as of May 23, 2008, as amended ("Consortium Agreement"). The Parties agree that all such positions, arguments, entitlements, rights, or remedies are expressly reserved by the Parties.

9. No Party to this Agreement shall be construed as having admitted that it has, or by conducting any acts in furtherance of this Agreement is undertaking, any specific obligation under the EPC Agreement or the Consortium Agreement.

10. Nothing in this Agreement shall commit any Party to, nor constitute, any change, modification, or amendment to the EPC Agreement or the Consortium Agreement.

11. Article 34.1 of the EPC Agreement is incorporated herein by reference.

12. Unless otherwise agreed by the Parties in writing or the cost or expense is otherwise compensable under the EPC Agreement, the Parties shall bear their own costs and expenses in performing their respective roles and responsibilities hereunder.

13. This Agreement may be executed by the Parties in counterparts and electronically submitted documents shall be valid.

14. As a Party to this Agreement, Contractor shall be entitled to injunctive relief to ensure that Owner and Bechtel maintain, and aggressively assert, the privileges available to each, including but not limited to those set forth in this Agreement.

IN WITNESS WHEREOF, the Parties, intending to be bound hereby, execute this Agreement by their duly authorized representatives.

**South Carolina Electric & Gas Company,  
for itself and as agent for South Carolina Public Authority**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Westinghouse Electric Company LLC**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**CB&I Stone & Webster, Inc.**

By: Donald DePiero

Name: Donald DePiero

Title: Sr. VP. Functional operations

Date: 06 August 2015